



REQUEST / INVITATION TO SUBMIT PROPOSAL
P-2018-01
May 30, 2018

The Kawartha Haliburton Children's Aid Society (KHCAS) is seeking request for proposals for an **EDUCATION LIASION** to work within the jurisdiction of the Society up to 24 hours per week. This is a contract position for an external service provider for the period ending March 31, 2020.

The **EDUCATION LIASION** program has been established to coordinate educational supports and provide culturally responsive system navigation support for eligible children and youth. The **EDUCATION LIASION**, who provides educational supports, will help to resolve issues that impact eligible children and youth's learning, and strengthen relationships among Societies, school boards, Indigenous school authorities, and community partners in order to improve education outcomes of eligible children and youth.

SERVICE DESCRIPTION:

The goal of the Education Liaison program is to be responsive to the diverse education needs of eligible children and youth in care and provide supports to improve their education outcomes. The Education Liaison will coordinate educational supports and provide culturally responsive system navigation support for eligible children and youth. The Education Liaison will help to resolve issues that impact the educational success of eligible children and youth, and strengthen relationships among societies, public school boards, First Nations school authorities, schools, and community partners in order to improve the educational outcomes of eligible children and youth.

The Education Liaison will:

- Ensure the program eligibility criteria are met.
- Act as a navigator for eligible children and youth within the school system and help to resolve issues that impact student learning (e.g., transitions between schools, suspensions, special education), and help eligible children and youth to receive educational services and supports to help them achieve the educational goals that are relevant to them.
- Work with the Society and school board to address student transportation needs.
- Facilitate access for eligible children and youth to existing educational supports and resources in the school system or the community by providing information and referrals for individual eligible children and youth that address individual needs and support/reinforce strengths. Some of the resources and supports an Education Liaison provide may include:
 - specialized educational services,
 - tutoring supports;
 - mentoring resources; and,
 - training, and/or skill development opportunities.
- Facilitate the timely exchange of information between schools and Societies (including utilizing and providing input as part of the monitoring and evaluation of local Joint Protocols for Student Achievement, where they exist).
- Leverage existing resources in the child welfare and education systems through referrals and collaboration (e.g., Crown Ward Education Championship Teams, Indigenous Education Leads, and Student Success Leads).
- Strengthen relationships among schools, school boards/authorities, societies and community partners.
- Foster communication and linkages with community agencies/organizations to improve access and mitigate barriers to educational services and supports for eligible children and youth.



- Build system capacity among society and educational staff on how to better meet the educational needs of eligible children and youth.
- Interpret KHCAS data as it pertains to educational achievement of children and youth in care and make recommendations for programming and supports to ensure academic goals are met.
- Participate in Crown Education Championship teams and collaborate with other appropriate resources in the school and community to leverage resources.
- Review IEP plans for children in temporary or extended care and make recommendations for supports as needed.
- Provide training and educational sessions to assist staff and foster parents to understand curriculum, IPRC processes, Safety plans, Threat assessment protocols etc.
- Accompany staff and foster parents to school meetings as required.
- Keep detailed statistics for service delivery using the Society's developed template. Reports will be required to be completed and submitted to the Society representative no later than the 5th of each month.

SERVICE DELIVERY OBJECTIVES:

1. Eligible children and youth have access to education services and supports; and
2. Systems work together to improve educational outcomes for eligible children and youth

SERVICE PROVIDER REQUIREMENTS:

Education Liaisons will meet with eligible children and youth and supporting adults (e.g., caregivers, teachers, counsellors, case workers) through person-to-person, voice-to-voice, email and other interactions, which may occur in educational or community-based settings. With this in mind, the service provider would need to be flexible to be available for meetings during core business hours (9:00 a.m. to 5:00 p.m.) as well as outside core business hours. As the work will be conducted across all three jurisdictions of the Society (Peterborough and Peterborough County, City of Kawartha and Haliburton), travel is required and as such the service provider must have access to a vehicle in good working order and have business insurance for said vehicle.

The external service provider is expected to have extensive experience working in the Ontario Educational system and hold a minimum of a Bachelor of Education.

As an external service provider, the successful proponent will be required to sign a contract with the Society and adhere to the Society's Standard Terms and Conditions which can be located on the Society's website <https://www.khcas.on.ca/standard-terms-conditions/>. The successful provider, in accordance with the Standard Terms and Conditions, will be required to maintain confidential information, provide a satisfactory criminal reference check including vulnerable sector screening, maintain coverage for commercial liability insurance of no less than \$2,000,000 and automobile insurance of no less than \$1,000,000, be in good standing with the Workplace Insurance Board or hold a valid WSIB Clearance Certificate, have a HST registration number and declare any real or perceived conflict of interest. **All potential service providers as encouraged to read the full Standard Terms and Conditions.** A sample contract is attached to this request / invitation to submit proposal for review and consideration.



PROPOSAL REQUIREMENTS:

Proposals submitted must include:

- Declaration that the service provider has read the Standard Terms and Conditions;
- The service providers qualifications;
- How the service provider will deliver the service;
- The per hourly pricing; and
- Mileage rates

Proposals received will be evaluated as follows:

1. Overall proposal as submitted in the timelines;
2. Ability to meet the Standard Terms and Conditions;
3. Experience in relation to the contract;
4. Qualifications to perform the work; and
5. Pricing

In order to assess experience, service providers will be subject to an interview.

Interested service providers are asked to submit a proposal quoting P-2018-01 no later than 4:30 p.m. on June 20, 2018 to:

Leo Cook
Finance Director
1100 Chemong Road
Peterborough, ON K9H 7S2



SERVICE CONTRACT

BETWEEN

KAWARTHA HALIBURTON CHILDREN'S AID SOCIETY

1100 Chemong Road Peterborough, Ontario K9H 7S2

hereinafter referred to as the "Society", and

XXXX

Hereinafter referred to as the "Contractor" TITLE OF ASSIGNMENT: Education Liaison

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement as follows:

1. Definitions

The following terms have the following meanings:

"**Assignment**" is the Plan of Work set out in Appendix "A" to this Agreement

"**Work**" means the services related to the Assignment which are to be performed for the Society.

2. Cost

A fee schedule for the Assignment is set out in Appendix "B" to this Agreement.

3. Obligation of the Society

The Society will pay the invoices rendered by the Contractor pursuant to Section 2 based Appendix "A" to this Agreement. Payment shall be made electronically to a bank account in a Canadian financial institution designated by the Contractor. The Contractor shall provide the Society with sufficient, appropriate documentation (usually a voided cheque) to permit the transfer of funds.

Payment is due within thirty (30) days after the date of receipt of each invoice.

4. Society Liaison

The Society Liaison for this assignment will be yyy, who has authority to amend the terms of this assignment.

5. Contractor Liaison

The Contractor Liaison for this assignment will be xxxx, who has the authority to amend the terms of this assignment.

6. Obligations of the Contractor

The Contractor will use reasonable efforts to perform the assignment. The Contractor will invoice the Society according to the fee schedule in Appendix "B" and will remit any required withholding taxes and levies to the appropriate governing authority as may be required by statute. The Contractor agrees to follow the Standard Terms and Conditions of the Society as documented on the Society website at <https://www.khcas.on.ca/standard-terms-conditions>.

7. Publicity

The Contractor will not use the name of the Society in any publication, promotion or advertisement with respect to the assignment or its results, without the prior written consent of the Society.

8. Equipment

The Society will furnish the Contractor with the appropriate equipment required to perform the work assigned.

9. Indemnification

The Parties mutually indemnify each other, including directors, officers, employees, servants or agents against all damages or expenses of any kind arising from the negligence, willful neglect or malfeasance of the other (or those for whom in law it is responsible) with respect to its activities related to or arising from the completion of this assignment.

10. Insurance

The Contractor will provide evidence of professional liability insurance of at least \$2 million. The Society is WSIB exempt. The Contractor must meet their own obligations with respect to WSIB.

12. Warranty

The Contract warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including knowledge, skill and ability to perform the work. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation. The Contractor agrees to be bound by professional standards of any governing body of which it or its employees may be members and that s/he has not been convicted of a criminal offense for which s/he has not been pardoned. The Contractor will not employ other individuals in the course of this assignment who will have access to the Society's premise or confidential information.

13. Termination

Either Party may terminate this Agreement on seven (7) days written notice to the other Party. The Society may terminate for cause where the Contractor has failed to substantially perform the work as described in Appendix "A". Where the Contractor terminates this Agreement or where the Society terminates the Agreement for cause, the Society has no further obligation to pay the Contractor. In all other cases of termination, cost related to termination including non-cancellable commitments and the cost of performing any of the work that has been performed up to the effective date of termination shall be paid by the party terminating the contract. Where the Society has the right to terminate for cause, it may alternatively choose to amend the dates as it sole discretion or to negotiate an alternative amount for the assignment with the Contractor.



14. Laws

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

15. Assignment and Subcontracting

The Contractor may not assign any of its interest in this Agreement without the prior written approval of the Society which shall not be unreasonably withheld.

16. Amendment

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and may only be modified or amended by written agreement of both parties.

17. Conflict of Interest

This Agreement is a contract for the performance of a service and the Contractor is engaged as an independent contractor, neither the Contractor, nor its agents or employees, is engaged as employee or agent of the Society, nor is there any partnership or joint venture relationship created hereby.

18. Ownership of Intellectual Property

Title to any intellectual property (which may include, but is not limited to, discovery, invention, work product, method, process, technical information, know-how, copyrights, models, patents, trademarks, drawings, specifications, prototypes) held by either Party prior to the assignment shall remain with that Party. To the extent that any intellectual property is developed as a result of the assignment, the Parties will agree that ownership of such property belongs to the Society. Right to the use of such property shall be granted to the Contractor in a fair and equitable manner subject to preserving the confidentiality of information in the possession of the Society.

19. Binding

This Agreement shall endure to the benefit of and bind on the parties hereto and their final respective successors and permitted assigns.

20. Survival of Terms and Conditions

In addition to those provisions survived by operation of law, sections titled "Confidentiality", "Publicity", "Indemnification", "Insurance" and "Ownership of Intellectual Property" shall survive the termination of this Agreement for any reason. Should any provision of this agreement be determined by a competent authority to be unenforceable, the remaining terms shall continue to constitute an agreement.



21. Confidentiality

Either party may be required from time to time to exchange confidential or propriety information (collectively, the "**Confidential Information**") in connection with the assignment. Each party agrees:

- (a) that the other's Confidential Information, other than that which is publicly known, is confidential proprietary information which constitutes trade secrets and cannot be disclosed to anyone who is not party to this contract or their specified representatives;
- (b) to exercise the same degree of care regarding the other's Confidential Information that it does with its own Confidential Information;
- (c) to confine knowledge of Confidential Information only to its employees who require such knowledge for use in the ordinary course of their employment; and
- (d) not use or disclose the other's Confidential Information to any third party either directly or indirectly in any manner whatsoever, either during or after the term of this Agreement, without the prior written consent of the other party.

22. Notices

Notices given by either party under the terms of this contract shall be delivered by registered post as follows:

Kawartha Haliburton Children's Aid Society Jennifer Wilson, Executive Director
1100 Chemong Road Peterborough, ON K9H 752 Tel: (705) 743-9751 ext. 1299

Contractor Administration: **xxxx**

IN WITNESS WHEREOF the parties have set their hands. SIGNED AND DELIVERED

Appendix "A" - Work Assignment

Responsibilities of the **EDUCATION LIAISON** include:

The Education Liaison will:

- Ensure the program eligibility criteria are met.
- Act as a navigator for eligible children and youth within the school system and help to resolve issues that impact student learning (e.g., transitions between schools, suspensions, special education), and help eligible children and youth to receive educational services and supports to help them achieve the educational goals that are relevant to them.
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- Interpret KHCAS data as it pertains to educational achievement of children and youth in care and make recommendations for programming and supports to ensure academic goals are met.
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- Review IEP plans for children in temporary or extended care and make recommendations for supports as needed.
- Provide training and educational sessions to assist staff and foster parents to understand curriculum, IPRC processes, Safety plans, Threat assessment protocols etc.

- Accompany staff and foster parents to school meetings as required.
- Keep detailed statistics for service delivery using the Society's developed template. Reports will be required to be completed and submitted to the Society representative no later than the 5th of each month.

Appendix "B" - Fee Schedule

The Contractor will be paid by the Society for the services described in this Agreement and in Appendix "A" as follows:

\$\$\$\$.\$\$ plus HST per hour of service to a maximum of ten (10) hours.

Mileage will be reimbursed at \$\$.\$\$ per km driven, as needed, associated with delivering the services listed in Appendix "A".

Travel time to meet with Director of Services, as needed, is not considered paid time.

Expenses for meals consumed by the contractor are not a reimbursable under any condition.

The Contractor will be invoice the Society at the end of each calendar month with reimbursement paid by the Society within thirty (30) days of the invoice.